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NATIONAL BANK

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

GERALD FILIPS, Plaintiff. vs. WORLD FINANCIAL NETWORK NATIONAL BANK Defendant.	CASE NO. 08-CV-1447 JAH CAB **NOTICE OF FILING ANSWER**

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

Defendant WORLD FINANCIAL NETWORK NATIONAL BANK files a conformed copy of its Answer filed in the San Diego County Superior Court, North County Division, on August 7, 2008.

DATED: August 18, 2007

CARLSON & MESSER LLP

By /s David J. Kaminski
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Attorneys for Defendant, WORLD FINANCIAL NETWORK NATIONAL BANK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

GERALD G. FILIPS, an individual, PLAINTIFF, VS. WORLD FINANCIAL NETWORK NATIONAL BANK, DEFENDANT.	CASE NO. 37-2008-00055680-CU-PO-NC **DEFENDANT WORLD FINANCIAL NETWORK NATIONAL BANK'S ANSWER** **Complaint Filed: 6/23/2008**

Defendant WORLD FINANCIAL NETWORK NATIONAL BANK ("Defendant"), hereby answers Plaintiff GERALD G. FILIP'S ("Plaintiff") Complaint for Damages, as follows:

1. Defendant generally and specifically denies each and every, all and singular, the allegations contained in the Complaint and further denies that Plaintiff was damaged in any sum or sums alleged, or to be alleged, or in any sum or sums whatsoever.

2. Defendant denies that, by reason of any act or omission, fault, conduct, or liability on the part of this answering Defendant, whether it is alleged or otherwise, Plaintiff was injured or was damaged in any manner or in any amount alleged, or in any other manner, or amount whatsoever. Defendant further denies that Plaintiff is entitled to any other relief requested in the Complaint.

FIRST AFFIRMATIVE DEFENSE

1. As a separate, affirmative defense, Defendant alleges, that the Complaint, and each and every purported cause of action or claim contained therein, fails to state facts sufficient to constitute a cause of action or claim of relief against this answering Defendant.

SECOND AFFIRMATIVE DEFENSE

2. As a separate, affirmative defense, Defendant alleges, that Plaintiff's claims for relief and causes of action, and each of them, are barred by the applicable statutes of limitations set forth under California and Federal law, including but not limited to, California Civil Code §§ 1788.30 et seq. and 15 U.S.C. §1692, et seq.

THIRD AFFIRMATIVE DEFENSE

3. As a separate, affirmative defense, Defendant alleges that its actions and/or communications, if any, whether written or oral, were privileged pursuant to Calfiornia Civil Code § 47.

FOURTH AFFIRMATIVE DEFENSE

4. As a separate, affirmative defense, Defendant alleges that its communications, if any, whether written or oral, were true.

FIFTH AFFIRMATIVE DEFENSE

5. As a separate, affirmative defense, Defendant alleges that at all times mentioned in the Complaint, Defendant acted lawfully and within its legal rights, with a good faith belief in the exercise of that right, and in the furtherance of a legitimate business purpose. Further, said Defendant acted in good faith in the honest belief that the acts, conduct and communications, if any, by answering Defendant were justified under the circumstances based on information reasonably available to this answering Defendant.

SIXTH AFFIRMATIVE DEFENSE

6. As a separate, affirmative defense, Defendant alleges that the alleged actions of the Defendant were not accompanied by actual malice, intent, or ill will.

SEVENTH AFFIRMATIVE DEFENSE

7. As a separate, affirmative defense, the Complaint, and each cause of action alleged therein against Defendant is barred because the alleged errors made by Defendant, if any, were timely corrected.

EIGHTH AFFIRMATIVE DEFENSE

8. As a separate, affirmative defense, Defendant alleges that if Plaintiff was damaged in any sum or sums alleged, which Defendant denies, then Plaintiff's damages are limited by 15 U.S.C. § 1692k(a)(1), § 1692k(a)(2)(A), § 1692k(a)(3) and 15 U.S.C. § 1692k(b)(1).

NINTH AFFIRMATIVE DEFENSE

9. As a separate, affirmative defense, Defendant and its employees acted in good faith. To the extent there was any wrongful conduct by Defendant, which is specifically denied, such conduct was the result of a *bona fide* error, and therefore does not constitute a violation of the California debt collection laws or any other law.

TENTH AFFIRMATIVE DEFENSE

10. As a separate, affirmative defense, Defendant alleges that its communications, if any, whether oral or written, with others, concerning Plaintiff were privileged pursuant to California Civil Code §1788.12(e).

ELEVENTH AFFIRMATIVE DEFENSE

11. As a separate, affirmative defense, Defendant alleges that Defendant never engaged in any conduct which would violate the provisions of California Civil Code §§1788, et seq.

TWELFTH AFFIRMATIVE DEFENSE

12. As a separate, affirmative defense, Defendant alleges that Plaintiff is barred from any recovery against this answering Defendant, by the doctrine of laches.

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THIRTEENTH AFFIRMATIVE DEFENSE

13. As a separate, affirmative defense, Defendant alleges that Plaintiff's Complaint is barred by the doctrine of unclean hands.

FOURTEENTH AFFIRMATIVE DEFENSE

14. As a separate, affirmative defense, Defendant alleges that Defendant never engaged in any conduct which would violate Plaintiff's privacy rights.

FIFTEENTH AFFIRMATIVE DEFENSE

15. As a separate, affirmative defense, Defendant allege that Plaintiff has waived his right to seek recovery under California Civil Code section 1788 et seq. by reason of the doctrine of waiver and Plaintiff's failure to comply with his statutory duties as set forth therein.

SIXTEENTH AFFIRMATIVE DEFENSE

16. As a separate, affirmative defense, Defendant alleges that Defendant never engaged in any conduct which would violate the provisions of California Civil Code §1788.10, §1788.12 §1788.13 and §1788.17.

SEVENTEENTH AFFIRMATIVE DEFENSE

17. As a separate, affirmative defense, Defendant allege that if Plaintiff was damaged in any sums or sums alleged, which Defendant denies, then Plaintiff's damages are limited by California Civil Code §1788.30(a)-(e).

EIGHTEENTH AFFIRMATIVE DEFENSE

18. As a separate, affirmative defense, Defendant alleges that Defendant's conduct, communications and actions, if any, were privileged pursuant to 15 U.S.C. § 1692k(c).

NINETEETH AFFIRMATIVE DEFENSE

19. As a separate, affirmative defense, Defendant, did not engage in any conduct which could entitle Plaintiff in any manner to recover under the California Fair Debt Collection Practices Act.

TWENTIETH AFFIRMATIVE DEFENSE

20. As a separate, affirmative defense, Plaintiff is not entitled to any relief of any kind under any statute or law as against Defendant.

TWENTY-FIRST AFFIRMATIVE DEFENSE

21. As a separate, affirmative defense, Defendant alleges that the non-statutory causes of action-asserted in the Complaint, and each of them, are barred by virtue of the fact that Defendant's conduct is regulated by a detailed and comprehensive enforcement scheme established under the Federal Fair Debt Collections Practices Act, 15 U.S.C. §1692 et seq.

TWENTY-SECOND AFFIRMATIVE DEFENSE

22. As a separate, affirmative defense, the Complaint, and each cause of action alleged therein against Defendant are barred by the conduct, actions and inactions of Plaintiff, which amount to and constitute an estoppel of the claims and any relief sought by the Complaint.

TWENTY-THIRD AFFIRMATIVE DEFENSE

23. As a separate, affirmative defense, Defendant at all times acted in good faith and in accordance with reasonable commercial standards, thus precluding any recovery by Plaintiff against Defendant.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

24. As a separate, affirmative defense, the Complaint, and each cause of action alleged therein against Defendant, is barred because Defendant was privileged and justified, by statute and by common law, in acting as it did and in making the alleged statements or representations, if any.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

25. As a separate affirmative defense, Plaintiff is barred from recovery in that any damages sustained by Plaintiff were the direct and proximate result of the independent, intervening, negligent and unlawful conduct of independent third parties or their agents, and not any act or omission on the part of Defendant.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

26. As a separate, affirmative defense, the Complaint, and each cause of action alleged therein against Defendant, is barred because although Defendant denies any of the alleged wrongdoing, Defendant maintained reasonable procedures to avoid the alleged errors Plaintiff complains of.

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TWENTY-SEVENTH AFFIRMATIVE DEFENSE

27. As a separate, affirmative defense, Defendant alleges that Defendant never engaged in any conduct which would violate the provisions of 15 U.S.C. §§1692, et seq.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

28. As a separate, affirmative defense, Defendant alleges that it, at all times alleged in the complaint, maintained reasonable procedures created to prevent any type of intentional violations of the Fair Debt Collection Practices Act.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(No Extreme or Outrageous Conduct)

29. Plaintiff's Complaint and each purported causes of action alleged therein against Defendant fails to allege facts sufficient to constitute extreme or outrageous conduct, and therefore fails to state a cause of action for emotional distress.

PRAYER

WHEREFORE, answering Defendant prays as follows:

1. That Plaintiff take nothing by reason of his Complaint;
2. For judgment in favor of Defendant, and against Plaintiff;
3. For costs of suit and reasonable attorneys' fees incurred; and
4. For such other and further relief as the Court may deem just and proper.

DATED: August 6, 2008 CARLSON & MESSER LLP

By /s Michael P. Lavigne
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Attorneys for Defendant,
WORLD FINANCIAL NETWORK NATIONAL BANK